

1595

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE TOWNSHIP OF WASHINGTON, COUNTY OF WARREN

AND

WARREN COUNTY POLICEMEN'S BENEVOLENT ASSOCIATION
LOCAL 280

JANUARY 1, 1998 THROUGH DECEMBER 31, 2000

Eric Martin Bernstein, Esq.
WEINER LESNIAK
299 Cherry Hill Road
P.O. Box 438
Parsippany, New Jersey 07054-0438
(973) 403-1100
(973) 403-0010 (Facsimile)

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PREAMBLE

THIS AGREEMENT entered into this _____ day of _____, 1997,
by and between the TOWNSHIP OF WASHINGTON, in the County of Warren, State of New
Jersey (hereinafter referred to as the "Township") and WARREN COUNTY POLICEMEN'S
BENEVOLENT ASSOCIATION, LOCAL 280 (hereinafter referred to as the "Association").

ARTICLE I - RECOGNITION

The Township hereby recognizes Warren County PBA Local 280, representing the
Washington Township Police Department, as the sole and exclusive negotiating unit for all police
officers, excluding the Chief of Police, of the Washington Township Police Department, under
the New Jersey Employer-Employee Relations Act of 1968, as amended, and the Public
Employment Relations Commission for the State of New Jersey established under such law.
This Agreement shall govern the terms and conditions of employment of employees of the
Washington Township Police Department.

The title Police Officer shall be defined to include the plural as well as the singular and
to include males and females.

ARTICLE II - COMPENSATION

A. **SALARY**

The base annual salaries for the years 1998, 1999 and 2000 shall be defined as
set forth in Appendix A annexed hereto.

RECRUIT - STARTING STEP

STEP 1 — UPON COMPLETION OF BASIC POLICE ACADEMY TRAINING

STEP 2 — FIRST ANNIVERSARY OF GRADUATION/EMPLOYMENT

STEP 3 — SECOND ANNIVERSARY OF GRADUATION/EMPLOYMENT

STEP 4 — THIRD ANNIVERSARY OF GRADUATION/EMPLOYMENT

STEP 5 — FOURTH ANNIVERSARY OF GRADUATION/EMPLOYMENT

SERGEANT — DATE OF PROMOTION

LIEUTENANT — DATE OF PROMOTION

B. LONGEVITY

Longevity shall be as set forth in Appendix B annexed hereto.

ARTICLE III - WORK SCHEDULE AND OVERTIME

A. All members of the Police Department covered by this Agreement shall be required to work forty (40) hours per week on a schedule established by the Chief of Police. The Chief of Police shall set all work schedules and shifts in accordance with Police Department policy. Vacation and/or sick leave shall count toward the forty (40) hours work week.

B. Work in excess of the employee's basic work week of forty (40) hours is overtime and shall be computed at time and one-half (1-1/2) the employee's hourly rate of pay (one hundred fifty (150%) percent). Overtime shall be approved by the Chief of Police at the end of each pay period.

C. Any employee recalled to duty or called out to duty that is not contiguous to the employee's tour of duty shall receive a minimum of two (2) hours' pay at the employee's overtime rate. If such recall/call out is contiguous to the shift, the employee shall be paid overtime only if the employee has satisfied the provisions of Sections A and B above. The Township reserves the right to require the employee to work the full two (2) hours.

D. When any policeman shall be required to appear before any Grand Jury or any Municipal, County, Superior or Supreme Court proceeding, except in a civil action, the time during which he is so engaged shall be considered a time of assignment to and performance of duty. When such appearance occurs outside of his assigned duty hours, he shall receive compensation at one and one-half (1-1/2) his regular rate of pay for such overtime.

E. No Township uniforms or equipment, other than firearm, shall be utilized by any police officer when not on scheduled Township duty, except as may be authorized by the Township Committee.

ARTICLE IV - MILEAGE

If at any time an officer is required by the Chief to use his personal vehicle for police business, mileage will be reimbursed at the prevailing Internal Revenue Service (IRS) rate per mile traveled.

ARTICLE V - UNIFORMS AND EQUIPMENT

A. The Township shall provide all uniforms and equipment, including firearms and ammunition, prescribed by the Chief of Police and approved by the Township.

B. In the event of an unavoidable loss or damage of uniforms or equipment in the line of duty, the Township will replace same at no cost to the employee.

C. The Township shall provide cleaning and maintenance of each officer's uniforms with the cost to be billed to the Township monthly by a dry cleaner of the Township's choice.

D. In the event an officer is assigned to the Detective Bureau or any plain clothes assignment, the Township shall provide for the cleaning of the officer's civilian clothing in the amount of \$1.75 per day, not to exceed thirty-five (\$35.00) dollars per month.

ARTICLE VI - INSURANCE BENEFITS

A. 1. The Township shall provide enrollment for the officers in a hospital and medical plan which provides substantially equivalent coverage at substantially equivalent premium costs as the plan in effect on the date of the signing of this Agreement. Maternity benefits shall be included.

2. Any officer who utilizes hospital and/or medical services outside the plan in effect in the Township shall be responsible for a maximum deductible cost of \$100 per calendar year for each year of this Agreement.

B. The Township shall provide enrollment for the police officers in a dental insurance plan with the following minimum benefits:

Maximum benefit (per individual, per year) – \$1,000.00
Deductible ** \$25.00
Co-insurance preventive services 100%
Co-insurance basic services 80%
Co-insurance major services 50%

**The deductible does not apply to preventive services and there need only be a maximum of two (2) deductible amounts satisfied under family coverage.

C. Single officers shall be provided the dental plan at no cost to the officer. Married officers agree to contribute \$14.00 dollars per month (deductible from pay) toward the cost of the family dental plan. Such contribution may be increased from year to year as costs rise.

D. Each officer may voluntarily elect to reduce the medical and/or dental insurance provided by the Township for the officer and/or his family in order to avoid dual coverage by the Township and the officer's spouse. The officer has the option to reduce his number of family members covered (i.e., single, spouse, children, family) to a lower status coverage than the maximum provided. If the officer elects to reduce the coverage provided by the Township, the officer shall receive twenty (20%) percent of the difference between the original coverage premium and the reduced coverage premium. The officer may return to his previous coverage status by providing ninety (90) calendar days' written notice to the Chief Municipal Finance Officer of the Township.

ARTICLE VII - VACATIONS

Vacation time shall be granted as follows:

1. One (1) year of service through four (4) years of service – ten (10) working days.
2. Beginning of fifth (5th) year of service – fifteen (15) working days.
3. Beginning of twelfth (12th) year of service – twenty (20) working days.
4. Beginning of seventeenth (17th) year of service – twenty-five (25) working days.

ARTICLE VIII - HOLIDAYS

A. The following are the recognized holidays:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veteran's Day
Good Friday	General Election Day
Memorial Day	Thanksgiving Day
Independence Day	Day after Thanksgiving
	Christmas Day

B. Effective January 1, 1998, all officers covered by this Agreement shall no longer receive a separate holiday pay stipend for the holidays recognized in Section A above. Rather, payment is included in the officer's base pay as established in Appendix A of this Agreement. Therefore, members of this bargaining unit shall not be entitled to any additional holiday pay or other emoluments except as entitled to under this Agreement.

C. Officers who work on a recognized holiday shall be compensated with one hundred (100%) percent of their hourly rate for each hour worked during the twenty-four (24)

hour holiday period. Hours worked in excess of forty (40) in a given week shall be compensated according to Article III, Section B of this contract.

ARTICLE IX - EMERGENCY LEAVE

A. Emergency leave of three (3) days shall be granted without loss of pay for the death of any of the following: spouse, child, mother, father, brother, sister, mother-in-law, father-in-law, grandmother, grandfather, stepmother and stepfather.

B. Emergency leave of one (1) day shall be granted without loss of pay to attend the funeral of any of the following: brother-in-law, sister-in-law or a niece or nephew living at home with said brother-in-law or sister-in-law.

ARTICLE X - SICK LEAVE

A. On January 1st of each calendar year, each officer shall be issued fifteen (15) "sick days" which must then be earned on a pro-rated basis during the course of that year.

B. At the end of the calendar year, each officer may elect either of the following options:

1. Place all of the unused sick days for the year in a cumulative "sick leave bank" to be utilized at a future date; or,

2. Receive compensation, at the officer's straight-time eight (8) hour daily rate, for one-third (1/3) of the unused sick days for that year, and forfeit the remaining unused sick days for that year.

C. All days placed in an officer's "sick leave bank" shall be used only for sick leave, and shall never be exchanged for any form of compensation.

D. The officer's current calendar year sick day allotment must be exhausted prior to utilizing any of the accumulated "sick leave bank" days.

E. For all absences of three (3) or more consecutive work days, the Township requires a physician's certificate, certifying the illness and the fitness of the officer to return to his duties.

ARTICLE XI - WORK-INCURRED INJURY OR ILLNESS

A. The Township shall pay the difference between the amount of worker's compensation insurance received and the officer's regular bi-weekly salary.

B. The provisions of Article X do not apply to any illness or injury hereunder.

C. The provisions of this Article shall apply only in cases in which the injury or illness occurred while the officer was performing his duties in the employ of Washington Township.

ARTICLE XII - NON-WORK INCURRED INJURY OR ILLNESS

A. The Township shall pay the difference between the amount of temporary disability benefits paid and the officer's regular bi-weekly salary.

B. The provisions of Article X shall not apply to any illness of injury hereunder until such time as temporary benefits are exhausted or denied.

C. The provisions of this Article shall apply to any covered illness or injury of more than seven (7) days' duration.

ARTICLE XIII - EDUCATIONAL BENEFITS

A. Effective January 1, 1998, the provisions of this Article shall apply only to college courses and/or credits which receive prior approval from the Township Committee at its discretion.

B. The provisions of this Article shall apply only to courses undertaken, credits earned and degree(s) received by officers while in the active employment of the Township Police Department.

C. The provisions of this Article shall apply only to courses undertaken, credits earned and degree(s) received in a matriculated college program leading to a degree in law enforcement, criminal justice, police science or public safety.

D. The Township shall reimburse the officer fifty (50%) percent of the cost of tuition, not to exceed one hundred (\$100) dollars per credit hour, for all courses and/or credits which have received previous Township approval pursuant to Section A above. (For example: a \$200 per credit/3 credit course shall entitle the officer to a maximum reimbursement of \$300 (\$100 per credit x 3 credits); a \$150/per credit/3 credit course shall entitle the officer to a maximum reimbursement of \$225 (\$75 per credit x 3 credits)).

E. Reimbursement, as set forth above, shall also be further limited to only fifty (50%) percent of the excess of tuition costs which are not defrayed by other educational benefits available to or utilized by the officer, including, but not limited to, scholarships and grants. (For example, if an employee is taking a \$200 per credit/3 credit course, but is receiving a scholarship which amounts to \$300 for this course, then the reimbursement shall be \$150 — \$600 less \$300 x 50%).

F. Reimbursement shall be made only for satisfactory completion of a course with a grade of "C" or better.

G. Reimbursement shall be made only after submission to the Township Chief Financial Officer of the following documents:

1. Proof of satisfactory completion of the course in accordance with Section F above; and,

2. A voucher requesting payment, which has been approved by the Township Committee.

H. 1. Each officer who holds a college degree in one or more of the fields of study listed in Section C above shall receive an educational stipend during each calendar year the officer holds the degree while in the active employment of the Township Police Department as follows:

Associate Degree	\$250
Bachelor Degree	\$500
Masters Degree	\$750

2. Officers who hold more than one (1) of the degrees shall receive an educational stipend only for the highest degree earned and qualifying. (Example: an officer holding a qualifying Bachelor and Masters degrees shall only receive a \$750 stipend, not \$1250). Furthermore, an officer who holds more than one (1) of the same type of degree shall receive an educational stipend only for one (1) qualifying earned degree. (Example: an officer holding two (2) qualifying Associate degrees shall only receive \$250, not \$500).

3. Officers who hold the degree for the full calendar year in the employment of the Township shall receive the full educational stipend. Officers who hold the degree for less than the full calendar year in the employment of the Township shall receive a

pro-rata portion of the full stipend for the number of completed months of the calendar year in which the degree was held.

4. All educational stipends, whether full or pro-rata, shall be paid in the first pay period of December of each calendar year of this Agreement, after presentation to the Township Chief Financial Officer with proof of the degree received/course of study taken.

ARTICLE XIV - GRIEVANCE PROCEDURE

A. **Definition** – A grievance means a claim by an officer or group of officers that there has been a misinterpretation, misapplication or violations of policy, this agreement or administrative decisions affecting them.

B. **Time Limit** – A grievance to be considered under this procedure must be initiated by the officer within ten (10) calendar days of the date of the alleged misinterpretation, misapplication, or violation of this agreement, the policy or the administrative decision in question.

C. **Rights of Officers to Representation** – The grievant may be represented at all stages of the grievance procedure by himself or, at his option, a representative of the Association.

D. **Procedure** –

1. **Step One** – An officer with a grievance shall first file it in writing and discuss it with the Chief of Police in an effort to resolve it informally. The Chief of Police shall act on the grievance within ten (10) calendar days after its presentation to him.

2. Step Two – If the grievant desires to appeal the decision of the Chief of Police, he shall file his grievance, in writing, with the Township Clerk within seven (7) calendar days, excluding contractual holidays, after the decision of the Chief or the expiration of the time within which the Chief has to respond. The presentation shall include copies of all documents relating to the grievance. The matter will be considered by the Township Committee no later than the second regularly scheduled meeting thereof following the receipt of the appeal. The grievant may appear and be heard. A decision by the Township Committee will be given to the grievant, in writing, within fifteen (15) calendar days following the date of the hearing, excluding contractual holidays.

3. Step Three – If no satisfactory resolution of the grievance is reached at Step Two, then within twenty-one (21) calendar days after the decision of the Township Committee is conveyed in writing to the grievant or the expiration of the requisite response period, excluding contractual holidays, the grievance shall be referred to the Public Employment Relations Commission (PERC) for the selection of an arbitrator pursuant to the rules of PERC. The decision of the arbitrator shall be non-binding upon the parties. The expense of such arbitration shall be borne equally by the parties.

The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If any grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed thereunder, then the disposition of the grievance at the last proceeding step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed for decision within any step in

the grievance procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits provided for processing the grievance at any step in the grievance procedure.

ARTICLE XV - PHYSICAL EXAMINATION FOR ALL OFFICERS

A. The Township requires one (1) physical examination for all officers on a bi-annual basis for the purposes of obtaining a certificate of fitness for duty. A pre-employment physical examination shall be counted as satisfying this requirement. All physical examinations shall be performed by a doctor chosen by the Township. The physical examination may include such diagnostic tests as blood samples, urine analysis, chest X-rays, eye examination, E.K.G. and others that may be specifically authorized by the Township.

B. The officer shall be responsible for any additional diagnostic testing and treatment resulting from the examination which is not herein listed and which may not be covered by medical benefits.

C. The Certificate of Fitness for duty shall be transmitted to the Township by the examining physician and shall become part of the officer's permanent record.

D. Failure to procure a certificate of fitness for duty may be grounds for dismissal.

ARTICLE XVI - MEAL REIMBURSEMENT

A. Whenever an officer is required to be out of town to attend any school, seminar, training session, court or while conducting an investigation, the officer shall be reimbursed for any meals which are not provided not to exceed the below amounts:

1. Breakfast — \$5.00
2. Lunch — \$7.00
3. Dinner — \$12.00

B. Reimbursement requests shall be made out and submitted to the Chief of Police on a Township voucher for initial approval and then be transmitted to the Township for approval of payment.

ARTICLE XVII - DURATION OF AGREEMENT

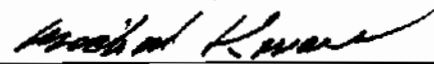
The term of this Agreement shall be for the period commencing January 1, 1998 and ending December 31, 2000.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

ATTEST:

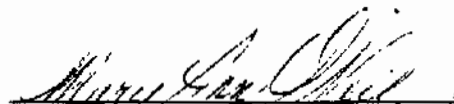
TOWNSHIP OF WASHINGTON

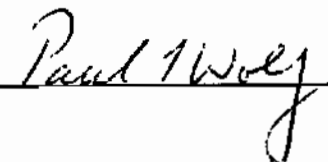

Mary Ann O'Neil, Municipal Clerk


Michael Kovacs, Mayor

ATTEST:

POLICEMAN'S BENEVOLENT
ASSOCIATION, LOCAL 280


(identical to Paul Wojcik)



APPENDIX A

**BASE SALARY RATES
(1998-1999-2000)**

STEP	1997 BASE	1997 HOLIDAY PAY	1997 ADJUSTED	1998	1999	2000
Recruit	24,324	1,216	25,540	CPI + 1%	CPI + 1%	CPI + 1%
1	28,472	1,424	29,896	CPI + 1%	CPI + 1%	CPI + 1%
2	32,619	1,631	34,250	CPI + 1%	CPI + 1%	CPI + 1%
3	36,767	1,838	38,605	CPI + 1%	CPI + 1%	CPI + 1%
4	40,915	2,046	42,961	CPI + 1%	CPI + 1%	CPI + 1%
5	45,063	2,253	47,316	CPI + 1%	CPI + 1%	CPI + 1%
Sergeant	47,725	2,386	50,111	CPI + 1%	CPI + 1%	CPI + 1%
Lieutenant	49,100	2,455	51,555	CPI + 1%	CPI + 1%	CPI + 1%

The CPI shall be the percent change in the CONSUMER PRICE INDEX for Northern New Jersey for the twelve (12) month period ending November 30 of the preceding year for all urban wage earners.

The annual salary increase of CPI + 1% shall be no less than 2.5% and no greater than 4% for any single year of the contract.

The base salary for 1998 shall be calculated by multiplying the 1997 "Adjusted" salary by the CPI + 1% factor. The base salary each subsequent year of the contract shall be calculated by multiplying the prior year base salary by the CPI + 1% factor.

APPENDIX B

LONGEVITY

A. The following longevity percentages shall be in addition to the base salary paid annually under this Agreement:

1. Commencing with the first day of employment in the sixth (6th) year of service through eight (8) years of completed service — 1%;
2. Commencing with the first day of employment in the ninth (9th) year of service through eleven (11) years of completed service — 2%;
3. Commencing with the first day of employment in the twelfth (12th) year of service through fourteen (14) years of completed service — 3%;
4. Commencing with the first day of employment in the fifteenth (15th) year of service through twenty (20) years of completed service — 4%;
5. Commencing with the first day of employment in the twenty-first (21st) year of service and each year thereafter — 5%.

B. Longevity accrued under this Contract shall be paid in two (2) lump sums, the first on the first regular pay day in June of each year and the second on the first regular pay day in December of each year.

C. Placement on the longevity schedule shall be determined in accordance with the policeman's starting date of full-time employment.

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